



August 2, 2011

VIA EXPRESS MAIL

Mr. Joe Comparato  
President/CEO  
Cool Music Network, LLC  
1910 Massachusetts Street  
Lawrence, KS 66046

Re: Second Amendment to Air Time Affiliate Agreement

Dear Joe:

LIN Television Corporation ("LIN") entered into that certain Air Time Affiliate Agreement with Cool Music Network, LLC ("CoolTV") on August 23, 2010 as subsequently amended on September 13, 2010 and as further amended on July 18, 2011 (the "Agreement").

Pursuant to the terms of the July 18, 2011 Amendment, CoolTV was obligated to make a payment of [REDACTED] to LIN by July 30, 2011. As of the date hereof, LIN has not received that payment or any other payments toward the monthly fees CoolTV agreed to pay LIN according to the terms of the Agreement. In consideration for LIN's willingness to continue performing under the Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree that the [REDACTED] payment that was due to LIN by July 30, 2011 shall be paid on August 31, 2011. In addition, the parties agree to amend the Agreement effective September 1, 2011 by deleting Exhibit A to the Agreement and replacing it with the Exhibit A attached hereto.

No failure or delay by either party in exercising any right, power or privilege under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. Please confirm your agreement with the foregoing by signing below and returning the executed copy to my attention.

Sincerely,

LIN TELEVISION CORPORATION

By:   
Richard Schmaeling  
Senior Vice President Chief Financial Officer

*Accepted and agreed as of the date  
first set forth above:*

COOL MUSIC NETWORK, LLC

By:   
Joe Comparato  
Chief Executive Officer

**EXHIBIT A**  
**CoolTV Designated Market Schedule for LIN TV**

LIN TV Designated Market Area
Indianapolis, IN
Hartford – New Haven, CT
Grand Rapids-Kalamazoo, MI
Albuquerque-Santa Fe, NM
Austin, TX
Providence, RI – New Bedford, MA
Toledo, OH
Springfield-Holyoke, MA
Lafayette, IN



## AMENDMENT OF PROGRAMMING: AIR TIME AFFILIATE AGREEMENT

This AMENDMENT OF PROGRAMMING: AIR TIME AFFILIATE AGREEMENT (the "Amendment") is entered into as of July 16, 2011 by and between LIN Television Corporation, a Delaware corporation with offices located at One West Exchange Street, Suite 5A, Providence, Rhode Island 02903 on behalf of itself and its wholly owned subsidiaries (collectively, "LIN TV"), and Cool Music Network, LLC, a Kansas limited liability company having a place of business at 641 E. 22<sup>nd</sup> Street, Lawrence, Kansas 66046 ("Network").

WHEREAS, the parties entered into that certain Programming: Air Time Affiliate Agreement as of August 23, 2010, as amended by that certain Addendum to Air Time Affiliate Agreement (the "Affiliate Agreement"); and

WHEREAS, the Parties now wish to amend Section 3(c) of the Affiliate Agreement.


NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Affiliate Agreement as follows:

1. Amendment of Affiliate Agreement. LIN TV and Network hereby agree to amend certain terms of the Affiliate Agreement, as set forth in this Amendment. Terms used herein and not otherwise defined have the meanings ascribed to them in the Affiliate Agreement.
2. Section 3(c)(iii). Section 3(c)(iii) shall be amended and restated to provide as follows: "Beginning with the month of August, 2011, payment of the Flat Fee shall be made on or before the first of each month, in advance, and payment of the Profit Share shall be made within 30 days after the completion of each month."
3. Section 3(c)(iv). A new Section 3(c)(iv) shall be inserted which provides as follows:
  - (iv) Payment of the Flat Fee for July, 2011 and prior months (per attached Schedule) shall be made as follows:
    - (a) [REDACTED] paid by July 30, 2011.
    - (b) Remaining balance of [REDACTED] plus interest accruing at [REDACTED]% based on the number of days such amount remains outstanding, which shall be paid in twelve monthly payments of [REDACTED] beginning August 31, 2011.
4. Miscellaneous. This Amendment together with the Affiliate Agreement represents the complete understanding of the parties with respect to this subject matter. This Amendment is governed and construed in accordance with the laws of the State of California. This Amendment may be executed in any number of counterparts and all such counterparts, taken together, shall constitute one and the same instrument.

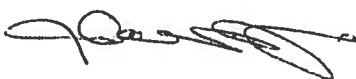
*[Remainder of page left blank.]*

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first set forth above.

LIN TELEVISION CORPORATION:

By:   
Name: R. Schmaling  
Title: CFO

COOL MUSIC NETWORK, LLC:

  
By:  
Name: Joe Comparato  
Title: CEO



## ADDENDUM TO AIR TIME AFFILIATE AGREEMENT

This Addendum to Air Time Affiliate Agreement (the "Addendum") is effective as of the date the last party signs the Addendum ("Effective Date"), between LIN Television Corporation, a Delaware corporation with offices located at One West Exchange Street, Suite 5A, Providence, Rhode Island 02903, on behalf of itself and its wholly owned subsidiaries (collectively, "LIN TV"), and Cool Music Network, LLC, THECOOLTV, a Kansas limited liability company having a place of business at 641 E. 22<sup>nd</sup> St., Lawrence, KS 66046 ("Network").

WHEREAS, the parties have previously entered into that certain Air Time Affiliate Agreement, dated August 28, 2010 (the "Affiliation Agreement");

WHEREAS, the parties wish to maintain their existing relationship in the future and the Network, as an emerging company is in the process of capital fundraising;

AND, WHEREAS, in order to assist the Network in its development stages and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. LIN TV agrees to defer all the monthly payments due from Network to LIN TV pursuant to Section (a)(i)(C) of the Affiliation Agreement, from October 2010, until the earlier of (i) April 1, 2011, or (ii) the date the Network is carried on at least one multi-channel video program distributor(s) (MVPD) in the each DMA.
2. Said fees shall be due in total on April 1, 2011, unless otherwise agreed.
3. This amends only Section (a)(i)(A) of the Affiliation Agreement. This Addendum shall not apply to the revenue split of advertising or CD/DVD sales, as set forth in Section (a)(i)(B) and Section (a)(i)(C) of the Affiliation Agreement.
4. This Addendum and the Affiliation Agreement shall be read in conjunction with each other. Should there be a conflict, this Addendum shall govern.

### LIN TELEVISION CORPORATION

By:   
Richard Schmaeling,  
Senior Vice President and Chief Financial Officer

(date) 9/13/10

### NETWORK:

COOL MUSIC NETWORK LLC  
1910 Massachusetts Street, Lawrence, KS 66046  
PH: 888-316-8761 / Fax: 773-439-8804

  
By: Joe Comparato, President/CEO

9/2/10  
(date)

Cool Music Network, LLC 641 East 22<sup>nd</sup> Street, Lawrence KS 66046



## PROGRAMMING: AIR TIME AFFILIATE AGREEMENT

This AFFILIATE AGREEMENT ("Agreement") is entered into as of 8/23/10 ("Effective Date") by and between LIN Television Corporation, a Delaware corporation with offices located at One West Exchange Street, Suite 5A, Providence, Rhode Island 02903 on behalf of itself and its wholly owned subsidiaries (collectively, "LIN TV"), and Cool Music Network, LLC, THECOOLTV, a Kansas limited liability company having a place of business at 641 E. 22<sup>nd</sup> St., Lawrence, KS 66046 ("Network").

The Parties wish to enter into this Agreement wherein the Network will (1) sell advertising for a LIN TV secondary multicast channel in each of the LIN TV markets listed on Exhibit A (individually, a "Channel" and collectively, the "Channels"), which is attached and incorporated herein by reference, and (2) provide programming for said Channels for broadcast as described on Exhibit B, exclusive to said Channels in their respective Designated Market Areas, as set forth on Exhibit A (the "DMAs"), all as further described herein.

WHEREAS LIN TV, is a television broadcast company that owns and/or operates television groups which includes 28 network affiliated owned and/or operated television stations and websites in 17 U.S. markets and reaches approximately to 9% of U.S. television households.

WHEREAS "Network" is producing television programming ("Programming") to be furnished to and broadcast by LIN TV on its multiple digital channels as described in Exhibit B ; and

WHEREAS, the parties wish to enter into an Agreement whereby, LIN TV will make a secondary digital channel in each DMA listed in Exhibit A available to air Network's Programming as selected by LIN TV..

**IN CONSIDERATION of the mutual covenants and consideration contained in this Agreement, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:**

(a) Except as set forth in this Agreement, the Channels will broadcast the Network's television programming described on the attached and incorporated Exhibit B (the "Programming") over-the-air on a secondary multicast channel in the DMAs set forth on Exhibit A. The Programming shall not include paid programming, religious programming and/or infomercial programming in excess of two and a half hours (in the aggregate) in any twenty-four hour period, nor shall any paid programming, religious programming or infomercial programming air during prime time (8pm-11pm local time; 7pm-10pm central). The Network shall not contain any advertisements prohibited by law, regulation, or court order.

LIN TV agrees to provide Network with a minimum of 3.5 mega bits of digital bandwidth for the programming per Channel; provided, LIN TV will have no liability for the failure to provide any particular amount of bandwidth, it being acknowledged and agreed by Network that LIN TV has the absolute and unconditional right to use all or any portion of each of its station's 19.4 megabits per second data stream as LIN TV determines in its sole discretion is necessary for the broadcast of its primary broadcast channels, provided that the Network is provided adequate bandwidth to broadcast their Programming as determined by LIN. If and to the extent that LIN TV has rights to require a multi-channel video program distributor(s) ("MVPD") to carry a multi-cast Channel(s) at no cost to LIN TV pursuant to the applicable retransmission consent agreement between the parties, it will inform said MVPD to provide such carriage.

Cool Music Network, LLC 641 East 22<sup>nd</sup> Street, Lawrence KS 66046

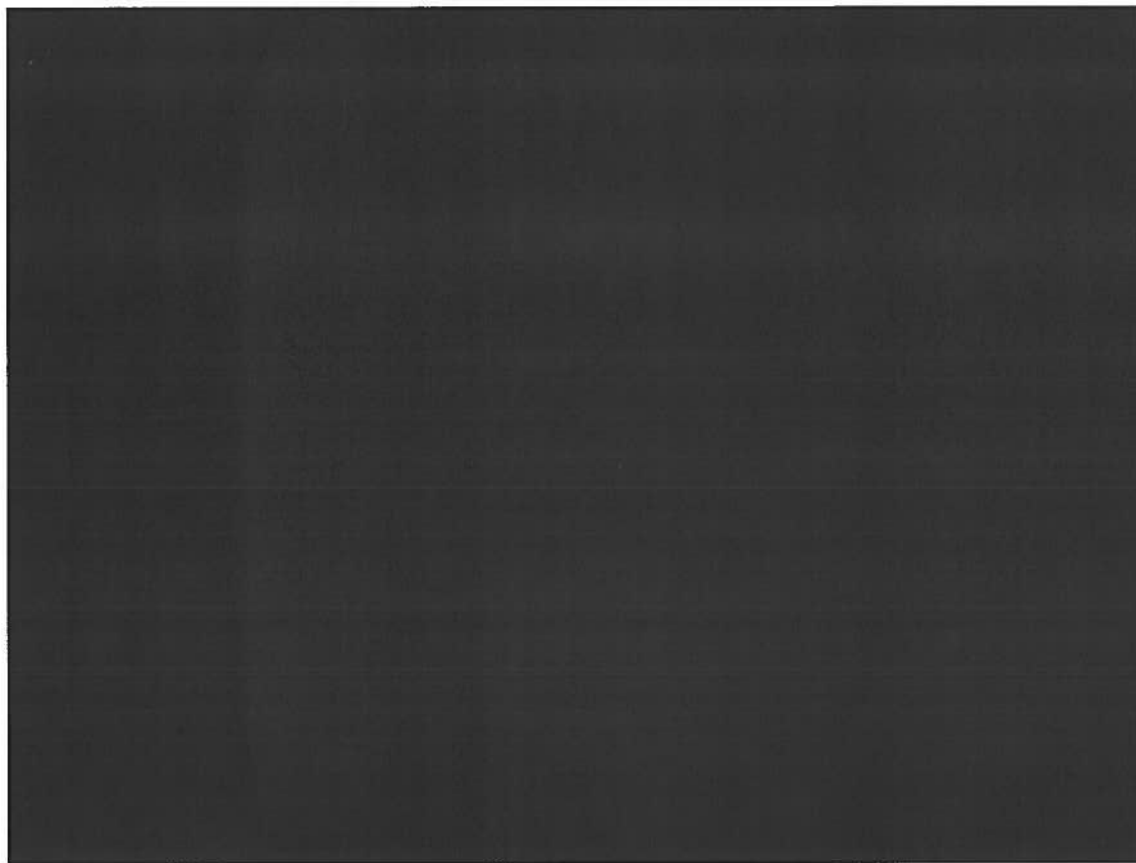


During any Term or Renewal Term (as defined herein), Network agrees that it will not enter into any program carriage agreement with any third party for the Programming (or similar programming) within a LIN TV DMA without first offering LIN TV the rights to such Programming. Should Network make such an offer, the parties shall enter a 30 day exclusive negotiation period regarding the Programming (or similar programming). If the parties fail to reach Agreement after 30 days with regard to said DMA, Network retains the right to pursue other broadcast partners.

(b) The Network will sell all advertising avails on the Channels and agrees to use its best efforts to sell such advertising. The Network will provide advertising sales services consistent with industry best practices. At this time, the Network will sell up to 12 minutes per hour of advertising.

(c) Network agrees to make a monthly payment to LIN TV, per DMA, for the term of this Agreement, as described herein. The monthly fee will begin on the date the relevant Channel broadcasts on an MVPD in each applicable DMA and will continue for the Term, with partial months being prorated accordingly.

i. The Network will provide monthly compensation to LIN TV equal to:



iii. Payment of the Flat Fee shall be made on or before the first of each month, in advance, and payment of the Profit Share shall be made within 30 days after the completion of each month.

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(d) Network will receive [redacted] minutes per week (Day Part from 8am – 12am local standard time) of advertising time, run of schedule (to air as determined by LIN TV in its sole and absolute discretion), on a LIN TV primary station in the applicable DMA for promotion of the Channel in the DMA, beginning when the Channel is carried on at least one MVPD in the DMA. Network acknowledges and agrees that said advertising time (i) is preemptible by LIN TV for third party advertisers' cash buys and primary station self-promotion, and (ii) if LIN TV operates two primary stations in a DMA, said advertising time may be divided between said primary stations in LIN TV's sole and absolute discretion. In addition, said cross promotion may include spots of differing lengths, including :30, :20, :15, :10, :07 and :05 along with on-screen video snipes, crawls and ticker mentions to fulfill the promotion commitment where available and as determined by LIN TV in LIN TV's sole and absolute discretion.

LIN TV agrees to promote Network on its respective stations' web sites in the applicable DMAs by including THECOOLTV's logo, channel number in the DMA and a link to Network's web site from the applicable LIN TV station's website. LIN TV will receive [redacted] minutes per week (Day Part from 8am – 12am local standard time) of advertising time, run of schedule, on the Channel in the applicable DMA for cross promotion of LIN TV's primary channel (or primary channels, if LIN TV operates more than one in the applicable DMA), plus [redacted] per hour, at LIN TV's option, for the primary channel(s) where available. In addition, the Network will provide a link on its website to LIN TV's applicable primary channel's (or channels') websites.

For the purpose of promotions only, the Network provides LIN TV with a paid-up, world-wide, non-exclusive license for the use of any materials contained in the Network's programming or intended to be contained in the Network's programming in relation to LIN TV's promotions of the Channel Network is broadcasting on. Specifically, to enable LIN TV to promote the Network's Channel(s), the Network hereby provides LIN TV with consent for the Term to the use of the video tape, sound recordings, photographs and illustrations made available to LIN TV in connection with this Agreement, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial exploitation, in any and all media forms, including but not limited to radio, Internet, broadcast and cable television, newspapers and magazines at any time.

(e) LIN TV will encode the Programming and transmit the Programming on the Channels in the markets set forth on Exhibit A and in the manner set forth on Exhibit B.

(f) LIN TV will make available equipment rack space for the Network's equipment if needed (not to exceed 24 rack unit). In addition, if the Network desires studio space and/or production services for live production from time to time in a market listed on Exhibit A, Network will first inform LIN TV, and if LIN TV desires, it will provide same at a rate comparable or less than the rate offered to third parties, subject to the following: (i) studio scheduling is limited to the physical space, if available, and scheduled with a minimum of 14 days notice; (ii) studio availability will be granted unless the station is producing a newscast, special program, commercial production or station special event; (iii) the studio space comes "as is", and does not include staffing, equipment rental, lighting, set building and storage or technical personnel unless otherwise negotiated by the parties. Services, if any, performed beyond the studio space availability will be at the discretion of LIN TV and billed at the prevailing rate for staffing and equipment rental with those charges due and payable within thirty (30) days of billing. If LIN TV declines to provide the studio space or production services or fails to respond within 2 (two) business days, Network may utilize other service providers in the relevant market(s) for such services.





(g) LIN TV will provide an Emergency Action System (EAS) video and audio feed at LIN TV's master control for each Channel. LIN TV is required by law to interrupt all programming for EAS announcements. LIN TV will participate in all required tests, and will log all tests are required by Federal Communications Commission (FCC) rules or regulations. LIN TV reserves the right to "force tune" the Channel(s) to another LIN TV digital stream for EAS messages should the Network's equipment be unable to process on-channel EAS messages.

(h) In addition to (and not in lieu of) the programming discretion provided to LIN TV as a part of the Network's format, LIN TV retains the right to determine whether all content meets the community expectations and standards in each market and may pre-empt and/or reject any program and/or commercial matter, in whole or in part, which LIN TV believes, in its sole and absolute discretion, to be contrary to the public interest or in violation of FCC rules or the station's usual standards for audience acceptability, and retains the right to substitute a program that, in its sole and absolute discretion, is of greater local or national importance.

(j) The Network will air a minimum of 3 hours a week of regularly scheduled educational programming for viewers 16 years and younger (children's programming), identified as E/I (Educational/Informational), as required by law for television stations. A written summary of the children's programming will be provided to each station for filing the quarterly reports in compliance with FCC regulations by the first (1<sup>st</sup>) day of each filing month. Any issues related to E/I programming shall be the sole responsibility of Network. Network will ensure that any preempted E/I program is rebroadcast within an appropriate amount of time. Furthermore, Network will ensure that any E/I programming complies with the FCC's limits on commercial matter in children's programming.

(k) In consultation with LIN TV in each market, the Network will provide an electronic block program schedule of the programming a minimum of 2 weeks in advance of air, and LIN TV will distribute the program schedule to the media and programming schedule organizations for publication in the same manner LIN TV distributes such information for its main program stream(s) in the relevant market. A copy of each week's program schedule is to be filed in each relevant LIN TV station's public file.

(l) The Network will pay or reimburse LIN TV for (i) any and all fines or forfeitures levied against LIN TV or any of its subsidiaries for any and all actions of the Network for any reason due to action or inaction, in violation of FCC rules, whether knowingly or unknowingly, and (ii) any and all legal fees incurred by LIN TV in connection with the foregoing.

(m) The Network ensures that program content is in keeping with moral, ethical, and decency required of a television broadcast facility. The Network has procured, and shall maintain during the term of this Agreement, at its sole expense, (i) Commercial General Liability insurance at liability limits of not less than \$1,000,000 each occurrence and \$10,000,000 in the aggregate and (ii) Broadcast Liability insurance and Errors and Omissions insurance policy at liability limits of not less than \$1,000,000 each occurrence and \$10,000,000 in the aggregate. The Network will have LIN TV added as an additional insured with regard to all of the insurance policies listed above and will provide a Certificate of Insurance evidencing same to LIN TV prior to the Effective Date.

(n) Network will be responsible for obtaining all the proper licensing for the Programming, including all music licensing from ASCAP, BMI and SESAC. Network represents and warrants that it has the proper permission, approval, and license to air the Programming and will pay all music rights fees



levied by the above licensing bodies for carriage of the Network including any licensing fees billed to LIN TV.

(o) The Network will deliver the programming to each of LIN TV's applicable station's master control rooms via a file server in each of the relevant LIN TV master control room(s) that shall be directly interfaced with LIN TV's presently existing digital encoding equipment, or another means as approved in advance in writing by LIN TV. The Network will require 4 rack spaces for the file server; and Network will provide a monitor & keyboard. The power requirement is single 15 amp circuit and digital audio is embedded. In addition, the Network will require 1 rack space for the UPS. The purchase and installation of such equipment will be at the sole cost and responsibility of Network, and Network is the sole owner of such equipment. LIN TV has no ownership interest and cannot exercise any lien rights with regard to such equipment. LIN TV agrees to provide Network with access to the required facilities on reasonable terms and conditions and acknowledges that the consideration provided in this Agreement shall suffice for access to these facilities (i.e., no further consideration shall be required for access to rack space and power supply). Network, at its own cost and sole responsibility, will install a DSL line in each applicable facility.

Network will bear all expenses associated with the transmission of the Programming to LIN TV including the cost of the DSL line for weekly program changes. LIN TV will not be responsible for the maintenance, repair or replacement of Network's equipment. Network will bear all such responsibility. Further, Network warrants the system for an uptime guarantee of 99.9%, with the exception of Acts of God or power outages beyond Network's control, and anything less will be deemed a material breach of this agreement that could result in cancellation, if not rectified within three (3) business days. LIN TV shall not be liable for failure to broadcast the Programming, or any portion(s) thereof, by reason of any act of God, equipment failure or other cause beyond LIN TV's reasonable control.

(p) Network shall comply with all FCC rules and regulations. Violation of the rules is grounds for immediate termination of this Agreement, in addition to any and all other remedies available to LIN TV under this Agreement.

(q) LIN TV is not responsible for program material prior to the encoding equipment. Notwithstanding the foregoing, LIN TV and the Network shall consult on the type and nature of programming to be included on each Channel, but. Subject to LIN TV's right to preempt for any reason without penalty, the final programming is at the sole discretion of the Network.

(r) The Network will be responsible for all its personnel, equipment, licenses, services, and any other items used in the production of the Programming and selling the avails on the Channel(s). The Network assumes full responsibility for the sales team responsible for selling the avails that are subject of this Agreement. Such sales team shall be employees or contractors of Network and not LIN TV.

(s) Other than as may be required by any applicable law, governmental order, regulation, or by order or decree of any court of competent jurisdiction, neither party shall publicly divulge or announce or in any manner disclose to any third party, this agreement and/or any of the specific terms and conditions set forth herein, or any information designated "Confidential" by either party. Publicly available information or information received from third parties shall not be considered "Confidential." The parties shall mutually agree upon a press release regarding this Agreement.

1. Programs. (a) LIN TV agrees to provide the Network with a 24 hour 7 day a week channel (24/7)

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with the digital bandwidth specified section (a) in this Agreement to broadcast the Programming. (b) All Programming is to contain the proper sponsor identification, either aurally or visually for sponsored programs notifying the viewer who has paid for the program in compliance with FCC rules and regulations. (c) Network expressly warrants and covenants that LIN TV shall be the exclusive distribution method for Network programming in the DMAs listed in Exhibit A hereto. Network shall cooperate with LIN TV regarding any New Media (e.g., localized website, social networking, mobile) initiatives related to the relevant DMAs listed on Exhibit A.

(d) LIN TV shall be entitled to exclusivity for the Network's content in each relevant market on each multichannel video distributor in said market(s). Specifically, Network shall not license such content to a "superstation" (e.g., WGN) or cable network in such a manner as to detrimentally affect LIN TV's local exclusivity in any way.

2. Station Identification. The Network is to identify the channel a minimum of 1 time per hour within  $\pm 1$  minute of the top of each hour. The Station ID is to include the following information: (either visually, orally, or both) LIN TV Call Sign \_\_\_\_ - (multi-cast stream number), Community of License - the Network may use a company saying, or slogan in branding the programming with the Station ID after the statement of the Call Sign and Community of License of the relevant Channel. The Network shall comply with all FCC rules and regulations.

3. Term. The term of this Agreement shall be for a period of three (3) years from the Effective Date. At LIN TV's sole discretion, LIN TV may extend the Term by two years (a "Renewal Term") by providing notice to Network at least 30 days prior to expiration of the initial Term (collectively, the "Term"). Should LIN not elect to extend the Term, the Parties agree to enter into an exclusive, good faith negotiation period to extend this Agreement, not less than ninety (90) days prior to expiration of the Agreement which negotiation period shall be ninety (90) days in duration.

4. Pre-emptive Rights. LIN TV may pre-empt and/or reject any of the Network's content at any time when it is determined in the sole discretion of LIN TV that such pre-emption or rejection is in the public interest, good, or safety. LIN TV shall have the exclusive right to reject and refuse to broadcast any program material and commercials which it, in its sole discretion, deems inappropriate or which does not comply with the rules and regulations of the Federal Communications Commission or its own rules, regulations or policies.

5. Warranties and Indemnification.

(a) Network and LIN TV each represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) the individual executing this Agreement on its behalf has the authority to do so; and (iv) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms.

(b) Network further represents and warrants to LIN TV that Network holds all necessary rights and licenses (including, without limitation, music performance rights) in and to the materials to be transmitted to LIN TV as described herein and such rights and licenses are sufficient to permit the broadcast of said materials on the Channels without infringing the copyright or other intellectual property rights of any person.



(c) LIN TV and Network shall each indemnify, defend and forever hold harmless the other, the other's affiliate companies and each of the other's (and the other's affiliate companies') respective present and former officers, shareholders, directors, consultants, employees, partners and agents ("Network Indemnitees" and "LIN TV Indemnitees," respectively), against and from any and all costs incurred as a result of third-party claims arising out of any breach by the indemnifying party of any term of this Agreement or any warranty, covenant or representation of the indemnifying party contained herein.

(d) Without limiting Section 5(c), Network shall indemnify, defend and forever hold harmless the LIN TV Indemnitees from and against any and all costs arising directly or indirectly out of third-party claims that (i) the transmission by LIN TV in the DMA of any programming or materials provided by Network infringes the copyright or other intellectual property rights of any person; (ii) the content of any materials provided by Network is indecent, obscene, libelous, or slanderous, or otherwise unlawful, or violates any right of privacy or publicity, copyright, trademark or any other proprietary, literary, or dramatic right of any person, or (iii) the Network violates any FCC rules and regulations, including those regarding closed captioning, children's programming or sponsorship identification and (iv) involve liability for violations, or alleged violations, of third party rights, including but not limited to copyright infringement.

(e) A party claiming indemnity under this Section 5 must give the indemnifying party prompt notice of any claim. The indemnifying party shall have the right to assume the full defense of any claims to which its indemnity applies unless said claim(s) involve(s) a violation of any FCC rule or regulation, in which case the indemnified party shall have the right to defend said claim(s), at the indemnifying party's cost. The indemnified party, at the indemnifying party's cost, will reasonably cooperate fully with the indemnifying party in the defense of any claim. If the indemnifying party assumes the defense of any claim and the indemnified party compromises or settles any such claim without the prior written consent of the indemnifying party (which written consent shall not be unreasonably withheld), then the indemnifying party shall be released from its indemnity obligations with respect to the claim so settled.

(f) The representations, warranties and indemnities contained in this Section 5 shall continue throughout the term of this Agreement and the indemnities shall survive the termination of this Agreement, regardless of the reason for such termination.

6. Attorney Fees. In the event LIN TV employs an attorney to collect fees past due LIN TV under this Agreement or otherwise to enforce its rights under this Agreement, Network agrees to pay reasonable attorney's fees incurred by LIN TV in pursuing the action, including credit service or default charges. Such fee shall apply without excluding the right to other damages resulting from such breach or default.

8. Binding Effect. This Agreement shall be binding upon the parties and their successors, legal representative and assigns. This contract shall prevail over any custom and practice of the industry. This Agreement constitutes the entire agreement between the parties concerning this subject matter. No modifications to this Agreement shall be made without prior written approval of both parties. This Agreement cannot be assigned with the express approval of the non-assigning party; provided, however, that LIN TV may assign this Agreement to the purchaser of any Channel with regard to said Channel or in the case of a corporate reorganization, and said assignment shall not require the consent of Network. Any Change in Control of Network shall be considered an assignment and subject to the consent requirement described above. For purposes of this Agreement, a "Change in Control" means a merger, acquisition or consolidation, bankruptcy, receivership, or other transaction which results in the current member(s) of

Cool Music Network, LLC 641 East 22<sup>nd</sup> Street, Lawrence KS 66046



Network not having the same ownership or management rights existing as of the Effective Date. Nothing contained in this Agreement shall be deemed to constitute the relationship between the parties hereto as that of partners or joint venturers, or principal and agent, or employer and employee, and neither party shall hold itself out as such. The relationship of the parties is purely contractual.

9. **Termination.** (a) This Agreement may be terminated by either party, upon ninety (90) days advance notice in writing, provided that the party seeking to terminate is not otherwise in default or breach. If the Agreement is terminated as the result of the default or breach of Network, Network will be liable for payment for a minimum of ninety (90) days cancellation period, which shall be in addition to any other remedies available to LIN TV for Network's breach of this Agreement. Notwithstanding the foregoing, LIN TV may terminate this Agreement immediately on written notice in the event that Network provides programming that is different from the Programming.

(b) If the Agreement is terminated for any reason other than breach by LIN TV of the terms and conditions herein, the exclusivity of LIN TV for the Network's Programming in the DMAs listed in Exhibit A shall survive termination of the Agreement under the terms of this Section 9(b). Such exclusivity shall remain in place until the date that the then-current Term or Renewal Term would expire absent such termination. This subsection shall survive termination of the Agreement.

(c) In the event that Network elects not to continue the business contemplated hereunder, Network shall provide LIN TV with 90 days notice of such election and this Agreement shall terminate upon the conclusion of the 90 days specified in that election. Should Network avail itself of this subsection, Network may not provide programming or services in the affected DMA(s) until the date that the then-current Term or Renewal Term would have expired absent such termination. This subsection shall survive termination of the Agreement.

10. **Choice of Law.** This Agreement shall be governed by the laws of the State of Delaware (excluding conflicts of laws principles). Network agrees that the services it shall provide under this Agreement are unique in nature and LIN TV shall therefore be entitled to injunctive relief in addition to any other remedies available to it in law and/or equity. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be illegal or otherwise invalid, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however, that the parties shall negotiate in good faith with respect to an equitable modification of the affected provision or the application thereof.

11. **Audit Rights.** Network shall maintain complete and accurate records reflecting all programming, commercials, and the amount of gross revenue it receives with regard to the sale of all advertising on the Channels. Network shall preserve such records for a period of at least three (3) years. LIN TV shall have the right, from time to time and during normal business hours, to audit and analyze the relevant records of Network to verify compliance with this Agreement. The audit shall be conducted at the LIN TV's expense, unless the results of the audit establish that inaccuracies in Network's records have resulted in an underpayment to the LIN TV of more than 3% of the amount actually due, in which case Network shall immediately pay all amounts due and shall pay all expenses of the audit.

12. **Notice.** All notices pursuant to this Contract shall be deemed valid if sent via U.S. mail, certified, return receipt requested, by Federal Express or other overnight courier service, or by hand delivery

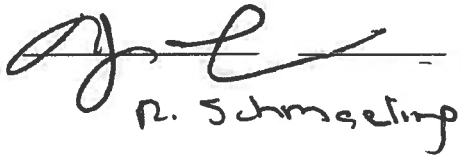


addressed as follows:

LIN TV:

Office of General Counsel  
One West Exchange Street, Suite 5A  
Providence, Rhode Island 02903  
401-454-2880 (phone)  
401-454-6990 (fax)

By:

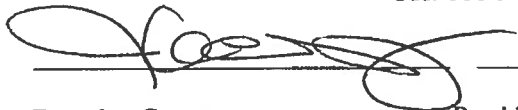
  
R. Schmeling

CFO

8/23/10  
(date)

NETWORK:

Cool Music Network LLC  
Joe Comparato, President/CEO  
1910 Massachusetts Street, Lawrence, KS 66046  
PH: 888-316-8761 / Fax: 773-439-8804



7/28/10

By: Joe Comparato

President/ CEO

(date)



Exhibit A

Proposed COOLTV Designated Market Schedule for LIN TV<sup>1</sup>

LIN TV - Designated Market Areas

Indianapolis, IN
Hartford and New Haven, CT
Grand Rapids-Kalamazoo, MI
Albuquerque-Santa Fe, NM
Austin, TX
Providence, RI-New Bedford, MA
Toledo, OH
Ft. Wayne, IN
Springfield-Holyoke, MA
Terre Haute, IN
Lafayette, IN

<sup>1</sup> For the avoidance of doubt, the Designated Market Areas herein shall include any areas where the relevant LIN TV station(s) is "significantly viewed" under the FCC's rules or otherwise retransmitted by a multichannel video distributor.



## **Exhibit B**

### **Description of Programming**

The Cool Music Network (or THECOOLTV on Television) programs all the hottest genres of music including Classic Rock, Contemporary Artists, POP, Rock, Alternative, Country, Urban, Latin and Jazz. With smart, forward thinking programming blocks, Cool Music Network will appeal to specific audiences, as well as appealing to the widest possible audience in each market.

THECOOLTV has established all the necessary licensing agreements with the record labels, artists and content providers which offer free play to broadcast "cleared tracks" of their music videos on TheCoolTV and via [www.thecooltv.com](http://www.thecooltv.com).

The music video programming includes conceptional videos and live concerts via the greatest recording artists of all time hand-picked from the Cool Music Network's fast growing video vault.

The programming is supplied and licensed from thousands of sources worldwide including most of the major records labels; Universal Music Group, EMI Capitol, Warner Music Group, Sony BMG and many independent labels and content providers Eagle Rock Entertainment, Image Entertainment, Music Video Distributors, Shout Factory and Independent (Indie) Bands from all over the world.

The parties acknowledge that the structure of TheCoolTV Network enables different local streams on each of the Channels based on programming available in the Network's catalog.

The parties intend for the Network to include locally produced events in each relevant LIN TV market as part of the Network's programming, but there is no minimum amount of such content that must be aired, and this content is subject to air at the sole discretion of Network.

Network and LIN TV shall cooperate in good faith on the content to be included in each local Channel. Network shall have final and ultimate discretion on the content delivered to LIN TV. Notwithstanding the foregoing, LIN TV may preempt any content for any reason upon notice to Network without any penalty, compensation, or other detrimental effect on this Agreement.